

**IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION**

STEPHEN KNOWLES, TRUSTEE, BRICKLAYERS OF)
INDIANA RETIREMENT PLAN, BRICKLAYERS & TROWEL)
TRADES INTERNATIONAL PENSION FUND,)
BRICKLAYERS & ALLIED CRAFTWORKERS)
INTERNATIONAL HEALTH FUND, BAC 4 IN/KY)
APPRENTICESHIP & TRAINING PROGRAM,) Case No: 1:25-cv-880
INTERNATIONAL UNION OF BRICKLAYERS AND)
ALLIED CRAFTWORKERS LOCAL 4 OF INDIANA &)
KENTUCKY, and BRICKLAYERS UNION NO. 1 OF)
KENTUCKY PENSION TRUST FUND)
)
)
Plaintiffs,)
)
v.)
)
GILLESPIE & POWERS, INC., a foreign for-profit)
corporation,)
)
Defendant.)

COMPLAINT

Plaintiffs, by their attorneys, DONALD D. SCHWARTZ and ARNOLD AND KADJAN, LLP, complain against Defendant, GILLESPIE & POWERS, INC., as follows:

JURISDICTION AND VENUE

1. (a) Jurisdiction of this cause is based upon Section 502 of the Employee Retirement Income Security Act of 1974, 29 U.S.C. Section 1132 ("ERISA") and 29 U.S.C. 1145 as amended.
(b) Venue is founded pursuant to 29 U.S.C. Section 1132(e) (2) in this district, where the Funds as described in Paragraph 2, are administered and 29 U.S.C. Section 185(c).

PARTIES

2. (a) The Plaintiffs in this count are STEPHEN KNOWLES, TRUSTEE, BRICKLAYERS OF INDIANA RETIREMENT PLAN, BRICKLAYERS & TROWEL

TRADES INTERNATIONAL PENSION FUND, BRICKLAYERS & ALLIED CRAFTWORKERS INTERNATIONAL HEALTH FUND, BAC 4 IN/KY APPRENTICESHIP & TRAINING PROGRAM, INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL 4 OF INDIANA & KENTUCKY, and BRICKLAYERS UNION NO. 1 OF KENTUCKY PENSION TRUST FUND ("the Funds"), and have standing to sue pursuant to 29 U.S.C. Section 1132(d)(1).

(b) The Funds have been established pursuant to collective bargaining agreements previously entered into between the Bricklayers Union Local 4, IN/KY and its affiliated locals (the "Union") and certain employer associations whose employees are covered by the collective bargaining agreement with the Union.

(c) The Funds are maintained and administered in accordance with and pursuant to the provisions of the National Labor Relations Act, as amended, and other applicable state and federal laws and also pursuant to the terms and provisions of the agreements and Declarations of Trust which establish the Funds.

3. (a) GILLESPIE & POWERS, INC. (hereafter "GILLESPIE"), is a foreign for-profit corporation, and is doing business within this Court's jurisdiction.

(b) GILLESPIE has its principal place of business in St. Louis, Missouri.

(c) GILLESPIE is an employer engaged in an industry affecting commerce.

4. Since June 1, 2017, GILLESPIE has entered into a collective bargaining agreement with the Union pursuant to which it is required to pay specified wages and to make periodic contributions to the Funds on behalf of certain of its employees. (Exhibit "A")

5. By virtue of certain provisions contained in the collective bargaining agreements, GILLESPIE is bound by the Trust Agreement establishing the Funds.

6. Under the terms of the collective bargaining agreements and Trust Agreements to which it is bound, GILLESPIE is required to make contributions to the Funds on behalf of their employees and, when given reasonable notice by Plaintiffs or their representatives, to submit all necessary books and records to Plaintiff's accountant for the purpose of determining whether or not it is in compliance with its obligation to contribute to the Funds.

7. An audit was completed for the Local Funds for the time period January 1, 2021 through August 31, 2024 findings for \$80,878.04, benefits, \$8,078.04 10% liquidated damages, and \$2,787.40 audit costs for a total amount due of **\$91,751.24** plus attorney's fees and costs.

8. An audit was completed for the International Funds for the time period of January 1, 2021 through August 31, 2024 findings for \$14,969.86, benefits, \$5,539.13 interest, \$5,539.13 additional interest and \$1,832.60 audit costs for a total amount due of **\$27,880.72** plus attorney's fees and costs.

WHEREFORE, Plaintiffs pray for relief as follows:

A. Judgment be entered against GILLESPIE and in favor of Plaintiffs Local Funds, in the amount shown due under the Local Fund audit for **\$91,751.24** for the time period January 1, 2021 through August 31, 2024, and International Fund audit for **\$27,880.72** for the time period January 1, 2024 through August 31, 2024.

B. Plaintiffs be awarded their attorneys' fees, costs, interest, and liquidated damages pursuant to 29 U.S.C. 1132(g)(2) and Section 502(g)(2).

C. GILLESPIE be enjoined from violating the terms of the collective bargaining agreements and Trust Agreements by failing to make timely payments to the Funds and be ordered to resume making those payments.

D. This Court grant Plaintiffs such other and further relief as it may deem

appropriate under the circumstances.

Respectfully submitted,

STEPHEN KNOWLES, et. al.

By: /s/ Donald D. Schwartz
Counsel for Plaintiffs'

Donald D. Schwartz
ARNOLD AND KADJAN, LLP
35 E. Wacker Dr., Suite 600
Chicago, Illinois 60601
(312) 236-0415
dds@aandklaw.com